

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JENZABAR, INC.,
Petitioner,

v.

SOUTHWESTERN CHRISTIAN
COLLEGE,
Respondent.

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Docket No. _____

VERIFIED PETITION TO CONFIRM ARBITRATION AWARD

Nature of Application

1. Pursuant to the Federal Arbitration Act, 9 U.S.C. §9, the Petitioner, Jenzabar, Inc. (“Jenzabar”), requests that the Court confirm an arbitration award as a judgment and enter judgment against the Respondent, Southwestern Christian College (“SCC”).

Parties, Jurisdiction and Venue

2. Jenzabar is a Delaware corporation with a principal place of business in Boston, Massachusetts.

3. SCC, upon information and belief, is a college chartered under the laws of Texas with a place of business in Terrell, Texas.

4. SCC is subject to personal jurisdiction in this court because, *inter alia*, it transacts business in Massachusetts, participated in an Arbitration proceeding in Boston, Massachusetts and has consented to the jurisdiction of this court for the purpose of judicial proceedings to enforce the Arbitration Award.

5. Venue is proper in this court under 9 U.S.C. §9 because the parties' Agreement to Arbitrate did not specify a mandatory venue to enforce the Award, and the Award was made in Boston, Massachusetts, which is within this court's jurisdiction.

Background, Arbitration and Award

6. Jenzabar is a leading provider of software and e-learning solutions and systems to institutions of higher education nationwide.

7. In or about December, 2011, Jenzabar and SCC entered into a Master Agreement, whereby SCC agreed to purchase certain software and related maintenance and support services from Jenzabar. A copy of the Master Agreement is attached as Exhibit "A".

8. SCC subsequently breached and defaulted under the terms of the Master Agreement, by failing to make required payments thereunder to Jenzabar.

9. Paragraph 5 of the Master Agreement provides for arbitration of any dispute as follows:

The arbitration proceedings will take place in Boston, Massachusetts, or such other neutral location mutually agreed by the parties. The parties exclude any right of appeal to any court on the merits of the dispute. The provisions of this Section may be enforced in any court having jurisdiction over the award or any of the parties or any of their respective assets, and judgment on the award (including without limitation equitable remedies) granted in any arbitration hereunder may be entered in any such court.

10. Jenzabar commenced an arbitration proceeding with the American Arbitration Association on July 12, 2016. A copy of the arbitration filing is attached as Exhibit "B". Thereafter, an arbitration hearing occurred in Boston, Massachusetts in which SCC participated (and acknowledged its liability to Jenzabar).

11. The panel of arbitrators entered an award in favor of Jenzabar and against SCC on March 14, 2017 in the total amount of \$160,866.09 (consisting of \$141,186.09 in damages,

together with \$19,680.00 in costs & fees), plus interest of \$33.27 per day until the award is paid (the “Arbitration Award” or “Award”). A copy of the Award is attached as Exhibit “C”.

12. Paragraph 10.4 of the Master Agreement provides for the award of attorneys’ fees and states that “In the event that suit is brought under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees and expenses including the reasonable value of any services provided by in-house counsel.”

13. The Arbitration Award was obtained pursuant to the agreement of the parties, the rules of AAA, and the law.

Relief Requested

WHEREFORE, Jenzabar respectfully requests that judgment enter in its favor and against SCC in the amount of \$160,866.09 (plus \$33.27 per diem interest since March 14, 2017) plus attorneys’ fees.

JENZABAR, INC.,

By its attorneys,


/s/ Lawrence R. Kulig

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Dated: February 12, 2018

VERIFICATION

I, Fandy Si, am Corporate Counsel of the Petitioner, Jenzabar, Inc., and hereby attest and verify that the foregoing is true to the best of my knowledge and belief. Signed under the penalties of perjury this 8th day of February, 2018.



Fandy Si